

Box 969, Greer, South Carolina 29651

GREENVILLE CO. S. C.

1389 811

1977 3 27 1977

MORTGAGE

EDWIN S. TANKERSLEY
P.M.C.

THIS MORTGAGE is made this 22nd day of February, 1977, between the Mortgagor, Edward E. Smalley, III (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

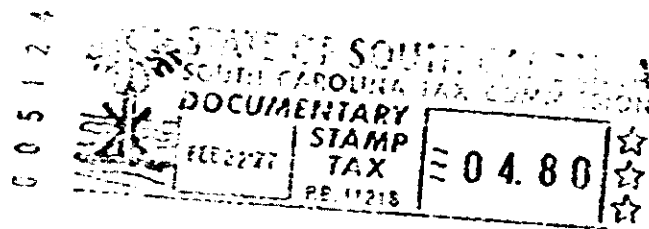
WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 22, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1977.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of _____, State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 40 on plat of Pecan Terrace, recorded in Plat Book GG at page 9 and having the following courses and distances:

BEGINNING at an iron pin on Pecan Drive, joint front corner of Lots 39 and 40 and running thence with joint line of said lots, S. 46-54 W. 190.4 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 40, N. 28-24 W. 80 feet to the joint rear corner of Lots 40 and 41; thence along the joint line of said lots, N. 50-37 E. 168 feet to an iron pin on Pecan Drive; thence with said Drive, S. 45-40 E. 67 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Winston F. Woodward recorded February 22, 1977.



which has the address of 16 Pecan Drive, Greenville, S. C. (City)
(Street)
(herein "Property Address");
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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